



AGENDA
VILLAGE BOARD MEETING
RICHFIELD VILLAGE HALL
4128 HUBERTUS ROAD, HUBERTUS WISCONSIN
OCTOBER 16, 2014
7:30P.M.

1. Call to Order/ Roll Call
2. Verification of Compliance With Open Meeting Law
3. Pledge of Allegiance
4. REPORT/PRESENTATION
 - a. Economic Development Washington County (EDWC) – Deb Reinbold
 - b. Associated Appraisals ‘Annual Report’ – Dean Peters, Village Assessor
5. PUBLIC COMMENTS (Public comments are an opportunity for citizens to voice concerns to the Board regarding ITEMS ON THE AGENDA ONLY. Public comments are not a public hearing and are typically a one way conversation from a citizen to the Board. Individual comments shall not exceed 3 minutes, with a total time limit of approximately 20 minutes. Unless part of a Public Hearing, handouts will not be accepted by the Village. Comments beyond 20 minutes will be moved to the end of the meeting at the discretion of the President.)
6. CONSENT AGENDA
 - a. Vouchers for Payment
 - b. Treasurer’s Report
 - c. Meeting Minutes:
 - i. September 18, 2014 – Regular Meeting
 - ii. September 23, 2014 – Special Meeting
 - d. New Operator Licenses
 - e. Resolution R2014-10-01, Designating Depositories/Signors
7. DISCUSSION/ACTION ITEMS
 - a. Discussion/Action regarding Ordinance O2014-10-1, an Ordinance to amend the parking restrictions on E. Friess Lake Drive
 - b. Discussion/Action regarding WisDOT right-of-way acquisition at the intersection of STH 175 and Pleasant Hill Road
 - c. Discussion/Action regarding the renewal of the Pioneer Road maintenance agreement
 - d. Discussion regarding the WisDNR Urban Non-point Source Planning Grant (Stormwater Management)
8. PUBLIC COMMENTS (...Continued)
9. CLOSED SESSION
 - a. Discussion/Action to enter into closed session pursuant to Section 19.85(1)(c) of the WI Stats.,- Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility – Village Administrator
10. ADJOURNMENT

Additional explanation of items on the agenda (Communication Forms) can be found on the village’s website at www.richfieldwi.gov.

Notification of this meeting has been posted in accordance with the Open Meeting Laws of the State of Wisconsin. It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information; no action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice. Requests from persons with disabilities who need assistance to participate in this meeting or hearing should be made to the Village Clerk’s office at 628-2260 or www.richfieldwi.gov with as much advance notice as possible.

2



AFFIDAVIT OF POSTING

Pursuant to Sec. 985.02(2), Wis Stats., I, Margaret Runnells, being duly sworn, state as follows:

1. I am an adult resident of the State of Wisconsin, and I make this affidavit on personal knowledge.
2. I hereby certify that I posted a copy of the attached:

1) Architectural Review Board 2014.10.15
2) Village Board Agenda 2014.10.16

on Friday 10/10/14 (date), 1:15 P.M. (time), at the Village posting locations, namely: on the outside bulletin board of the Village Hall located at 4128 Hubertus Road, Hubertus; on the outside bulletin board at the Hubertus Post Office located at 3695 Hubertus Road, Hubertus; on the outside bulletin board at the Richfield Post Office located at 1925 Hwy 175, Richfield; and on the outside bulletin board at the Colgate Post Office located at 3392 Hwy Q, Colgate.

Signature

Date

Personally came before me this 10th day
of October, 2014

[Signature]
Notary Public, State of Wisconsin
My commission expires 9/4/16

I also certify that notice of such meeting(s) were sent via email to the West Bend Daily News, the Germantown Express News, the Hartford Times Press, and the Milwaukee Journal Sentinel.

Signature

Date

I further certify that a copy has been posted to the Village website www.richfieldwi.gov.

Signature

Date

6



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

6

MEETING DATE: October 16, 2014

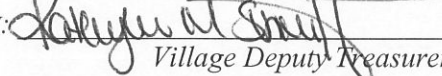
SUBJECT: Consent Agenda
DATE SUBMITTED: October 09, 2014
SUBMITTED BY: Jim Healy, Village Administrator

POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO APPROVE THE ATTACHED CONSENT AGENDA?

ISSUE SUMMARY:

Included for your review are the Vouchers for Payment, the Village Board Minutes from September 18 and 23, new Operator Licenses, Resolution R2014-10-01, and Treasurer's Report.

FISCAL IMPACT:

REVIEWED BY: 
Village Deputy Treasurer

Initial Project Costs:
Future Ongoing Costs:
Physical Impact (on people/space):
Residual or Support/Overhead/Fringe Costs:

ATTACHMENTS:

1. Vouchers for Payment
2. Meeting Minutes from September 18 & 23
3. New Operator License List, Copy of Applications, Background Investigation Reports
4. Resolution R2014-10-01, Designating Depositories/Signors
5. Treasurer's Report

STAFF RECOMMENDATION:

Motion to approve the Vouchers for Payment, the Village Board Minutes from September 18 & 23, new Operator's Licenses, Resolution R2014-10-01, and Treasurer's Report.

APPROVED FOR SUBMITTAL BY:


Village Staff Member

Village Administrator

VILLAGE CLERK USE ONLY
BOARD ACTION TAKEN

Resolution No. _____
Ordinance No. _____
Approved _____
Other _____

Continued To: _____
Referred To: _____
Denied _____
File No. _____

6a

69

			VILLAGE OF RICHFIELD	October-14	
			*NEED VOUCHER APPROVAL		
CHECK #	PO#	DATE	PAYEE	AMOUNT	COMMENTS
			BATCH #1		
7938		9/8/14	Department of Employee Trust Funds	250.00	Underwriting Fee for Health Insurance Quote
ACH		9/8/14	Village of Richfield P/R	5,978.34	Bonus Payroll for Administrator
EFTPS		9/10/14	Electronic Federal Tax Payment	3,514.87	Fica/Fed Tax
7939		9/18/14	Postmaster	922.23	Newsletter
7940		9/18/14	WEA Trust	3,971.40	Cobra for Deputy Clerk
ACH		9/22/14	Village of Richfield P/R	16,229.15	BiWeekly Payroll
EFTPS		9/22/14	Electronic Federal Tax Payment	6,112.89	Fica/Fed Tax
ACH		9/22/14	Wisconsin Dept of Revenue	1,756.48	State Withholding Tax
7941-7972		9/22/14	September Payables		Approved at the September 18th Meeting
7973		9/22/14	Civi Tek Consulting	2,492.00	Planning Consultant
7974		9/22/14	Washington County Sheriff	24,885.85	Police Contract
7975-7978			Board of Review Payroll		
7979		9/24/14	WI Dept of Justice	133.00	Criminal Investigations
7980		9/24/14	Premium Waters Inc	29.24	Water/Water Cooler
7981		9/24/14	IAEI	90.00	Electrical Inspector Training
7982		9/24/14	Business Forms & Accounting	101.06	General Fund Checks
7983		9/24/14	Professional Communication System	558.00	Warranty for Mitel 5000 Commuication System
7984		9/24/14	US Cellular	398.06	Cell Phones
7985		9/24/14	Washington County Visitors Bureau	1,100.00	Economic Development Partnership
7986		9/24/14	Donald Weyer Contractor LLC	2,000.00	Road Bond Refund
ACH		9/24/14	Capital One Bank	920.84	Election Supplies/Conference/Hwy Dept Supplies
ACH		9/24/14	Wisconsin Deferred Comp	200.00	457 Plan (payroll deduction)
7987		9/24/14	Transfer Funds to CIP		
7988		9/25/14	First Federated Savings Bank	500.00	Contribution to Health Savings Acct
ACH		9/25/14	Employers Trust Fund	6,296.68	Retirement for August 2014
7989-7990			Voided Checks		
7991		9/26/14	WI Municipal Clerk's Association	35.00	District V Meeting for Deputy Clerk
7992		9/26/14	Gregory Darga	105.60	Reimbursement for Office Equipment
7993		9/26/14	Travis and Johanna Conkey	2,000.00	Road Bond Refund
7994		9/26/14	WE Energies	1,738.92	Heat/Electric Bills
			TOTAL BATCH #1	82,319.61	Checks Written End of Sept 2014

	PO#		BATCH #2		
ACH		10/1/14	Village of Richfield P/R	2,045.24	Monthly Payroll
EFTPS		10/1/14	Electronic Federal Tax Payment	556.47	Fica/Fed Tax
7995		10/1/14	Delta Dental	245.09	Dental Insurance (payroll deduction)
7996		10/1/14	NorthShore Leasing LLC	718.04	Lease (2) Cars
7997		10/2/14	Wisconsin Chapter IAEI	90.00	Commercial Training
7998		10/2/14	Bonnie Quaegber	534.00	Janitorial Services for Sept 2014
ACH		10/2/14	United Health Care	11,167.09	Health Insurance for October 2014
7999		10/3/14	Bonnie Quaegber	534.00	Reissue Janitorial Services for Aug 2014
ACH		10/6/14	Village of Richfield P/R	16,305.67	Bi-Weekly Payroll
EFTPS		10/6/14	Electronic Federal Tax Payment	6,127.96	Fica/Fed Tax
ACH		10/6/14	Wisconsin Dept of Revenue	1,096.58	State Withholding Tax
ACH		10/6/14	Wisconsin Deferred Comp	200.00	457 Plan (payroll deduction)
8004		10/9/14	Douglas Cherkauer	2,531.25	Groundwater Monitoring
8005		10/9/14	Douglas Cherkauer	63.80	Mileage/Expenses Reimbursed
8006		10/9/14	Piggly Wiggly	24.57	Grocery Items
8007		10/8/14	AT&T	182.49	Phone Bill
8008		10/9/14	Charter Communications	136.08	Broadband Connection
8009-8010			Voided Checks		
8011		10/9/14	WE Energies	2,194.80	Street Lighting
8012		10/9/14	Neu's Building Center	76.23	Supplies
8013		10/9/14	Richfield Rockets	630.00	Fall Ball Reimbursement
8014		10/9/14	Jacob Minzlaff	50.00	Nature Park Rental Reimbursement
8015		10/9/14	Spransy Landscaping LLC	475.20	431 Meadow Way Lawn Maintenance
8016		10/9/14	Klings Lawn and Landscape LLC	220.00	1429 Hilltop View Court and 3862 County Line Road
ACH		10/3/14	Electronic Federal Tax Payment	156.12	Fica/Fed Tax
			TOTAL BATCH #2	46,360.68	Checks Written Beginning of Oct 2014
	PO#				
			BATCH #3		
	229		All Pro Asphalt Paving Inc	2,800.00	Asphalt
	10170		Arenz, Molter, Macy, Riffle & Larson SC	6,451.91	Attorney Fees
	18250		Associated Appraisal Consultants Inc	3,958.33	Assessor Fees
	151963		Banyon Data Systems, Inc.	485.00	Treasurer Annual Computer Support
			Bubrick's Complete Office	65.62	Office Supplies

		Cintas Corporation	598.68	Uniform Maintenance
	2966	Civi Tek Consulting	2,492.00	Planner Services
	9299	Competitive Mailing Solution	34.90	Postage Meter
		Conley Media LLC	234.00	Legal Notices
		Crackfilling Service Corp.	22,000.00	Crack Filling
	14338	Digital Edge Copy & Print	240.58	Printing Services
	65758	Ehlers & Associates Inc	900.00	2014 Impact Fee Study
	2127424	Force America, Inc.	152.60	High Pressure Filters
		GAI Consultants	3,145.45	Engineering Services
	31967	Grays, Inc.	104.00	Blade
		Hallman Lindsay	1,332.09	Athletic Paint
		Hopson Oil LLC	3,953.28	Diesel/Gas
		Houseman & Feind, LLP	67.00	Attorney Fees
		Imperial, Inc.	635.41	Hydraulic Hose and Spray Paint
		TOTAL BATCH #3	49,650.85	
	PO#	BATCH #4		
	145370	Kunkel Engineering Group	1,703.50	Roadway Improvement Services
		Lakeside International Trucks	517.70	Truck Maintenance
		Lange Enterprises	308.19	Road Signs
		Menards	111.68	Lacquer, Drill Part, Hornet Spray
	H56058	Mid-State Equipment	13.46	Brake Light Switch
	29686	Milwaukee Spring and Align	134.00	Spring Brackets
	60681	Minuteman Press	85.35	Envelopes
	54295	MJ Auto Electric LLC	210.00	Rebuilt Starter Truck #10
		Northern Safety & Industrial	26.83	Cleanser Towlette
		Office Copying Equipment	300.32	Copier Meter Plan
		Ontech Systems Inc	949.20	Computer Support
	1307264	Payne & Dolan, Inc.	101.36	Asphalt
		Pomps Tire Service Inc.	1,510.20	Continental Tires, Carlise Tires, Truck Rims
		Port A John	378.00	Metro Rental
		Quill Corp	324.09	Office Supplies
		Richfield Vol Fire Dept	38,075.64	Contract
	851244	Road Equipment Parts	198.99	Brake Slack Adjuster, Brake 30/30 Complete Chambers
	0148798	Rud-Chain, Inc.	533.65	Tire Chains for Rear of Snow Plow Trucks

	8085	Schmitt Sanitation	85.00	Pump Holding Tanks
	1467105	Tapco	134.04	Traffic Sign
	9511	Von Briesen & Roper, SC	1,763.00	Attorney's Fees
		Washington County Sheriff	51,289.34	August and September Contract Fee's
	161230	Wausau Equipment Co. Inc.	223.94	Bushings
	100311	E.H. Wolf & Sons, Inc.	99.44	Sand
		Falls Auto Parts	293.81	Shop NAPA Parts/Supplies
		TOTAL BATCH #4	99,370.73	
		TOTAL	277,701.87	

6b

VILLAGE OF RICHFIELD
Treasurer's Report for September 30, 2014

Landmark Checking Account	8/31/14	<u>1,018,963.33</u>
Landmark Checking Account	9/30/14	<u>536,553.42</u>
FNB Entrepreneur Plus Account	9/30/14	<u>\$ 518,382.69</u>
FNB Platinum MMD Account	9/30/14	<u>\$ 257,169.22</u>
Bank Mutual MM Account	9/30/14	<u>\$ 250,447.53</u>

INTEREST EARNED SEPTEMBER 2014

	Amount	Interest Rates
Landmark Credit Union (Sweep Account)	\$ 156.49	0.25%
LGIP - General Fund	\$ 48.91	0.08%
LGIP - Park Impact Fees	\$ 3.67	0.08%
LGIP - Fire Impact Fees	\$ 11.25	0.08%
LGIP - Tax Account	\$ -	0.09%
First National Bank Entrepreneur Account	\$ 5.06	0.05%
First National Bank MMDA Account	\$ 45.70	0.15%
Bank Mutual Money Market	\$ 72.85	0.33%

Total Interest Earned \$ 343.93

CERTIFICATES OF DEPOSIT

				Date Purchased	Expiration Date
First National Bank	12 Month	0.25%	\$ 251,066.96	3/3/14	3/3/15
First National Bank	18 Month	0.35%	\$ 250,220.55	4/30/14	10/31/15

**** All CD's are fully FDIC insured****

LOCAL GOVERNMENT INVESTMENT POOL

		Interest Rates
..... LGIP	General Fund	\$ 736,355.13 0.08%
..... LGIP	Fire Impact Fees	\$ 173,038.32 0.08%
..... LGIP	Park Impact Fees	\$ 56,250.77 0.08%

LETTERS OF CREDIT/PERFORMANCE BONDS/DEVELOPER GUARANTEES**EXPIRATION
DATE**

12/31/2013 Loggers Park LLC	\$	50,000.00	12/31/2014
3/11/2014 Reflections Richfield Investments LLC	\$	712,650.00	3/11/2015
3/11/2014 Refections Richfield Investments LLC	\$	150,000.00	3/11/2015

PERMIT PERFORMANCE BOND

10/10/2005 T-Mobile Central LLC Wireless Communication Tower	\$	25,000.00	N/A
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1. Call to Order/Roll Call

The meeting was called to order by Village President John Jeffords at 7:30 pm. A quorum of the Village Board was present. Present: Village President John Jeffords; Village Board of Trustees; Rock Brandner, Bill Collins, and Dan Neu.

Trustee Sandy Voss was an excused absence.

Also present: Village Administrator Jim Healy and Administrative Services Coordinator KateLynn Schmitt.

2. Verification of Compliance with Open Meeting Law

Village Administrator Healy verified that the meeting was posted per statute at three local post offices and the Village Hall. Digital copies of the agenda were sent to the West Bend Daily News, Germantown Express News, Hartford Times Press, and the Milwaukee Journal Sentinel.

3. Pledge of Allegiance

4. Report

a. Richfield Volunteer Fire Company (RVFC) - Station Headquarters Report from McGrath Consulting

Trustee Neu recused himself due to his involvement in the RVFC.

Bob Steadman gave a presentation on the updated RVFC McGrath Study. The updated study reaffirmed the results and conclusions contained in their 2005 Fire Company Audit. Chief among those recommendations is that the Village Hall campus without question would be the most appropriate location for the construction of a new fire station.

President Jeffords thanked Mr. Steadman and the RVFC for having the foresight to get the study updated in order to provide our residents with the most accurate information possible.

Trustee Neu came back.

5. PUBLIC COMMENTS (Public comments are an opportunity for citizens to voice concerns to the Board regarding ITEMS ON THE AGENDA ONLY. Public comments are not a public hearing and are typically a one way conversation from a citizen to the Board. Individual comments shall not exceed 3 minutes, with a total time limit of approximately 20 minutes. Unless part of a Public Hearing, handouts will not be accepted by the Village. Comments beyond 20 minutes will be moved to the end of the meeting at the discretion of the President.)

No public comments made

6. CONSENT AGENDA

- a. Vouchers for Payment
- b. Treasurer's Report
- c. Meeting Minutes:
 - i. August 21, 2014 – Regular Meeting
 - ii. September 4, 2014 – Special Meeting
- d. New Operator Licenses
- e. Class B Beer License - Carol Ann's Pizza

Village of Richfield
4128 Hubertus Road, Hubertus, WI
Village Board Meeting Minutes September 18, 2014
7:30 pm

Motion by Trustee Brander to approve the Vouchers for Payment, the Village Board Minutes from August 21 and September 4, 2014, new Operator's Licenses, a new Class "B" Beer License for Carol Ann's Pizza, and Treasurer's Report; Seconded by Trustee Collins; Motion carried unanimously.

7. DISCUSSION/ACTION ITEMS

a. Discussion/Action regarding results from Kunkel Engineering Group's Site Facility Assessment at Heritage Park on behalf of the RVFC

Trustee Neu recused himself due to his involvement in the RVFC.

RVFC Chief Terry Kohl requested approval from the Village Board for the location of a new fire station on Village Hall campus based on the results of the three (3) studies done by Kunkel Engineering Group and McGrath Consulting Group.

Motion by Trustee Collins to accept the recommendation of the Richfield Volunteer Fire Company for the construction of an independent fire station on the Village Hall campus subject to the following:

Specific Conditions of Approval:

- 1) That it be constructed and designed in a way to allow a potential future Village Hall expansion.
- 2) That Village representatives be involved in the design and planning process as it relates to the connectivity of a potential future Village Hall expansion.

Seconded by Trustee Brandner; Motion carried unanimously.

Trustee Neu came back.

b. Discussion/Action regarding Ordinance O2014-09-03, an Ordinance to amend multiple provisions of the Village's "Vicious Dog" section of Chapter 118 entitled "Animals"

Motion by Trustee Neu to approve O2014-09-03 an Ordinance to Repeal and Recreate Multiple Sections of Chapter 118: Animals relating to 'Vicious Dogs'; Seconded by Trustee Brandner; Motion carried unanimously.

c. Discussion/Action regarding Ordinance O2014-09-02, an Ordinance to adopt the Village's official Zoning Map

Motion by Trustee Neu to approve Ordinance O2014-09-02, an Ordinance to update the Village's Official Zoning Map; Seconded by Trustee Brandner; Motion carried unanimously.

d. Discussion/Action regarding Ordinance O2014-09-01, an Ordinance to amend the definition of the term 'Lot' in Chapter 70 entitled "Zoning"

Motion by Trustee Collins to approve Ordinance O2014-09-01, an Ordinance to amend the definition in 70.12 of the Village's Zoning Code for the definition of the term "Lot"; Seconded by Trustee Neu; Motion carried unanimously.

e. Discussion/Action regarding an amendment to the Developer's Agreement for Lot 2 of previously approved four lot Certified Survey Map located in the NW 1/4 of the NE 1/4, and the NE 1/4 of the NE 1/4 of Section 34, NMMR Investments #1, LLC

Motion by Trustee Brandner to approve the proposed verbiage as a formal amendment to the Developer's Agreement for Ridgeview Court; Seconded by Trustee Collins; Motion carried unanimously.

- f. **Discussion/ Action regarding Resolution R2014-09-01, a Resolution to accept the first lifts of asphalt for Ridgeview Court located in the NW 1/4 of the NE 1/4 and the NE 1/4 of the NE 1/4 of Section 34**

Motion by Trustee Neu to approve Resolution R2014-09-01, a Resolution to accept the first lifts of asphalt for Ridgeview Court and upon the sale of Lot 2, to direct the Public Works Department to provide regular routine snow plow maintenance during the winter months; Seconded by Trustee Collins; Motion carried unanimously.

8. PUBLIC COMMENTS (...continued)

No one spoke.

9. CLOSED SESSION

- a. **Discussion/Action to enter into closed session under Wis. Stats. 19.85(1)(b) considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility – Village Administrator**

President Jeffords read 9a. and 9b. aloud.

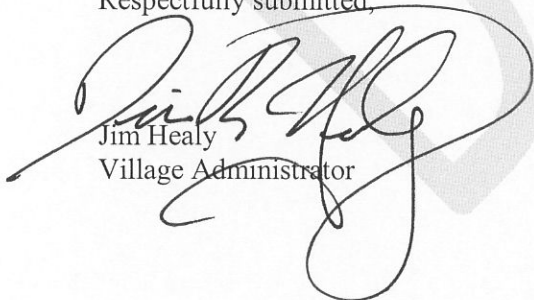
Motion by Trustee Collins to enter into closed session under Wis. Stats. 19.85(1)(b) considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility – Village Administrator; Seconded by Trustee Brandner; Motion carried unanimously by roll call vote.

Motion by Trustee Collins to reconvene in open session; Seconded by Trustee Neu; Motion carried unanimously by roll call vote.

10. ADJOURNMENT

Motion by Trustee Collins to adjourn the meeting at 9:30 pm; Seconded by Trustee Neu; Motion carried unanimously.

Respectfully submitted,



Jim Healy
Village Administrator

Village of Richfield
4128 Hubertus Road, Hubertus , WI
Village Board Meeting Minutes September 23, 2014
7:30 pm

1. Call to Order/Roll Call

The meeting was called to order by Village President John Jeffords at 7:30 pm. A quorum of the Village Board was present. Present: Village President John Jeffords; Village Board of Trustees; Rock Brandner, Sandy Voss, Bill Collins, and Dan Neu.

Also present: Village Administrator Jim Healy, Deputy Treasurer Donna Jackson and Administrative Services Coordinator KateLynn Schmitt.

2. Verification of Compliance with Open Meeting Law

Administrator Healy verified that the meeting was posted per statute at three local post offices and the Village Hall. Digital copies of the agenda were sent to the West Bend Daily News, Germantown Express News, Hartford Times Press, and the Milwaukee Journal Sentinel.

3. Pledge of Allegiance

4. New Business:

a. 2015 Budget Workshop

Administrator Healy presented the first draft of the Village of Richfield 2015 Budget to the Board. The Board reviewed and discussed the proposed budget in detail with staff and residents.

5. ADJOURNMENT

Motion by Trustee Voss to adjourn the meeting at 9:47 pm; Seconded by Trustee Brandner; Motion carried unanimously.

Respectfully submitted,



Jim Healy
Village Administrator

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October 16, 2014

Meeting

New Operator Licenses

Name	Place of Employment	Course or valid license	Recommendation
James A. Beauchamp	Bilda's Friess Lake Pub	Course	Approved
Caleb M. Bilda	Bilda's Friess Lake Pub	Course	Approved
Deborah L. Peretto-Knaub	Piggly Wiggly	Valid License	Approved

6e

RESOLUTION R2014-10-1

**A RESOLUTION DESIGNATING DEPOSITORIES AND AUTHORIZING
SIGNATURES FOR THE VILLAGE OF RICHFIELD**

WHEREAS, the Village Board of the Village of Richfield is responsible for handling Village funds; the Village Board resolves that the following banking institutions or their successors:

Landmark Credit Union, Hubertus & Hartford, Wisconsin
Bank Mutual, West Bend, WI
First National Bank of Hartford, Wisconsin
Local Government Investment Pool, State of Wisconsin

qualified as depositories under Chapter 34 of the Wisconsin Statutes, shall be and are hereby designated until further action as public depositories for all monies coming into the hands of the Interim Village Administrator of the Village of Richfield, State of Wisconsin, and all over Village officers included in the provision of Chapter 34 of the Wisconsin Statutes.

WHEREAS, Landmark Credit Union, Hubertus & Hartford, Wisconsin be designated as the working bank for May 1, 2014-May 1, 2016 and that the Village Board and the Interim Village Administrator be authorized and directed to distribute the Village funds.

WHEREAS, the Interim Village Administrator be hereby instructed to deposit Village funds only in such institutions as may be approved by the State of Wisconsin Investment Board and are eligible to receive public funds.

WHEREAS, the depositories shall furnish collateral for Village funds on deposit

WHEREAS, that withdrawal or disbursement from any of the above named depositories shall be by check, written wire transfer, telephone wire transfer, or other money transfer techniques, and, in the case of savings accounts, by savings withdrawal forms, as provided in Section 66.0607 of the Wisconsin State Statutes. Written and telephone wire transfers shall be in accordance with the named depositories guidelines and shall only be made by authorized personnel. In accordance therewith all check and savings withdrawal forms, effective May 15, 2014 shall be signed by any two of the following persons:

John Jeffords, Village President
Jim Healy, Village Administrator
KateLynn Schmitt, Administrative Services Coordinator

WHEREAS, that in lieu of their personal signatures, the following signatures, which have been adopted by them as below shown:

John Jeffords, Village President
Jim Healy, Village Administrator
KateLynn Schmitt, Administrative Services Coordinator

may be affixed on such checks and savings withdrawal forms that any one of the above named depositories shall be fully warranted and protected in making payment on any check bearing such facsimiles notwithstanding that the same may have been placed thereon without authority of the designated person or persons.

NOW, THEREFORE, BE IT RESOLVED, the Village Board of the Village of Richfield resolves to designate depositories and authorizing signatures for the Village of Richfield

Passed and adopted this 15th day of May 2014

John Jeffords, President

ATTEST:

Jim Healy, Village Administrator

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VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

7a

MEETING DATE: October 16, 2014

SUBJECT: Parking regulations on E. Friess Lake Drive
DATE SUBMITTED: October 09, 2014
SUBMITTED BY: Jim Healy, Village Administrator

POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO AMEND PARKING ORDINANCES ALONG LIMITED SECTIONS OF E. FRIESS LAKE DRIVE?

ISSUE SUMMARY:

At various times this summer the Village received notification from the Washington County Sheriff's Department that cars were parking illegally along E. Friess Lake Drive, directly across from The Copper Dock. Rather than issuing tickets to those individuals who were in violation, the Village worked in coordination with the Washington County Sheriff's Office and the owners of The Copper Dock to try to find a mutually agreeable parking solution which would allow their business to continue to grow and expand while at the same time simplify our codified ordinances, improve public safety, and enhance signage.

The enhancement of safety is the Village's paramount concern. The roads leading up to and just past The Copper Dock are not a traditional 66' wide road; in fact, they are much narrower than that. Rightly or wrongly, this is not uncommon for our roads surrounding our lakes. However, it presents an issue with vehicular parking if an already narrow road 'bottlenecks' and emergency vehicle access is hampered. This was the contention of both the Washington County Sheriff's Office and the Richfield Volunteer Fire Company. Please see the attached memo from Washington County Sheriff's Deputy Mike Anderson for further information.

To the credit of the owners of The Copper Dock, one of the ways they have significantly helped the parking situation on E. Friess Lake Drive is by requiring their employees to not park in the business' lot, but in an area which is a short walk to the restaurant on a neighboring property's land. On the weekend this means that potentially 10-15 additional parking spots will be now available to those visiting their establishment.

On the Village's side, the bulk of the existing signage down in this area was extremely faded and difficult to read. In light of that fact, the Village acknowledges it may have been unreasonable for us to expect residents or the local business owner, especially during the evening hours, to be able to read what regulations were in effect in this area for parking. Therefore, the existing signage down E. Friess Lake Road leading up to and just past The Copper Dock from Hubertus Road has been replaced within the last few weeks. From speaking with the Washington County Sheriff's Department, the new signage in this area has eliminated a lot of the ambiguity for both the officers and people looking to park in the area.

FISCAL IMPACT:

REVIEWED BY:

Kelly Ann Smith
Village Deputy Treasurer

Initial Project Costs: N/A

Future Ongoing Costs: N/A

Physical Impact (on people/space): Parking limitations as described in the proposed ordinance.

Residual or Support/Overhead/Fringe Costs: N/A



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

79

MEETING DATE: October 16, 2014

SUBJECT: Parking regulations on E. Friess Lake Drive
DATE SUBMITTED: October 09, 2014
SUBMITTED BY: Jim Healy, Village Administrator

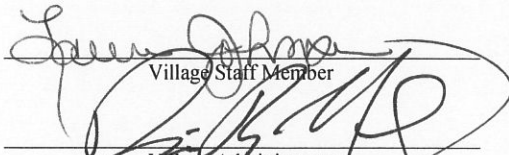
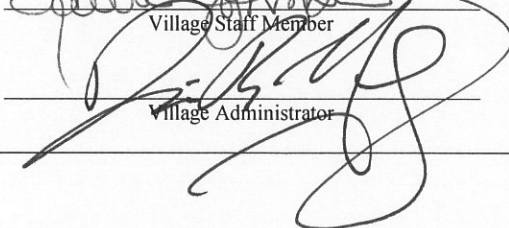
ATTACHMENTS:

1. Memo from Washington County Sheriff's Deputy Mike Anderson regarding parking on E. Friess Lake Drive
2. Washington County GIS area photograph indicating 'parking' (yellow highlighted) and 'no parking' areas
3. Ordinance O2014-10-01, an Ordinance to amend parking regulations on E. Friess Lake Drive

STAFF RECOMMENDATION:

Motion to approve Ordinance O2014-10-1, an Ordinance to amend parking regulations on E. Friess Lake Drive.

APPROVED FOR SUBMITTAL BY:


Village Staff Member

Village Administrator

VILLAGE CLERK USE ONLY
BOARD ACTION TAKEN

Resolution No. _____
Ordinance No. _____
Approved _____
Other _____

Continued To: _____
Referred To: _____
Denied _____
File No. _____



SHERIFF'S DEPARTMENT

DALE K. SCHMIDT, SHERIFF

DATE: 09 OCTOBER 2014

FROM: DEPUTY MICHAEL ANDERSON 452/1081

TO: RICHFIELD VILLAGE BOARD

RE: PARKING REGULATIONS ON E. FRIESS LAKE DR.

Village Trustees,

In the past few months there has been some parking issues associated with the Copper Dock Restaurant located at 1474 E. Friess Lake Drive. The Sheriff's Department took several complaints about vehicles parking on both sides of the road causing a hazard if emergency vehicles needed to get to the end of the road and parking on the residences yard causing damage to the grass. Based on the issues, a meeting was held with Tim and Heather Leffler, owner's of the Copper Dock. Between the conversation with them, Administrator Healy, and Sheriff's Officials a recommendation was made.

Tim and Heather Leffler advised that they would have their employees' park at an offsite location increasing room in their parking lot. The Village would post the north side of the road "no parking," and have the south side open for parking at the widest parts of the road in front of the Copper Dock. This would allow emergency vehicles to pass though without issue. These changes have seemed to ease the issues with the residences in the area.

Since the Village has replaced the signs in the area we have not had any more complaints. I have driven though on several occasions and not observed any parking violations. This plan appears to be working and I will continue to monitor the area.

I support the ordinance amending the parking restrictions on East Friess Lake Drive.

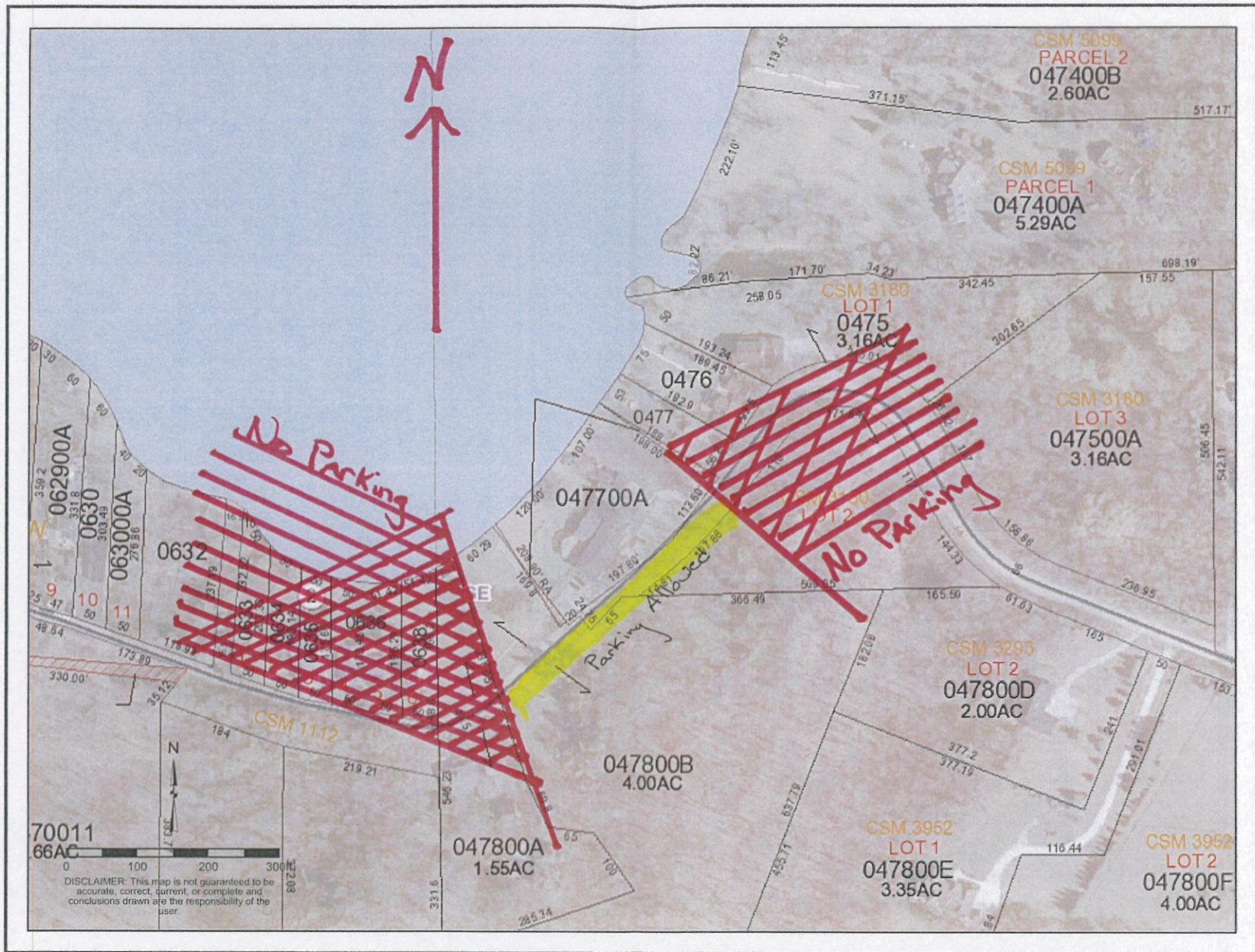
Respectfully Submitted,

Deputy Michael Anderson 452/1081



500 N. Schmidt Road, P.O. Box 1986, West Bend, WI 53095-

Phone: (262) 335-4378, Fax: (262) 335-4429



ORDINANCE 2014-10-01

AN ORDINANCE AMENDING PARKING RESTRICTIONS ON EAST FRIESS LAKE ROAD

WHEREAS, the Village of Richfield's parking ordinances are regulated by Chapter 351 of the Village's Code of Ordinances; and

WHEREAS, the Village desires to ensure that all roadways in the Village traversable to local traffic; and

WHEREAS, another important component of roadway safety is the ability to be accessed by emergency services personnel; and

WHEREAS, amending these ordinances and placing new signage on E. Friess Lake Road will help with a number of parking issues related to the growing and expanding business of The Copper Dock; and

WHEREAS, the Village has placed new signage on E. Friess Lake Road to further define the boundaries of parking versus no parking zones and intend to amend their ordinances to codify the same.

NOW, THEREFORE BE IT RESOLVED, the Village of Richfield Village Board, Washington County, Wisconsin ordains as follows:

Section 1. Section 351-39, which is entitled "Parking Prohibited" is hereby amended as follows:

Name of Street	Side	Location
E. Friess Lake Drive	North	From a point starting 2650 <u>2675</u> ' north and west from Hubertus Rd to the end of Friess Lake Dr
E. Friess Lake Drive	West and South	From Hubertus Rd to a point 2,125 <u>2,225</u> ' north and west of Hubertus Rd

Section 2. Effective Date

This ordinance shall be in full force and effect from and after its passage and posting or publication as provided by law.

Section 3. The several sections of this ordinance are declared to be severable. If any section or portion thereof shall be declared by a court of competent jurisdiction to be invalid, unlawful, or unenforceable, such decision shall apply only to the specific Section or portion thereof directly specified in the decision, and shall not affect the validity of any other provisions, Sections, or portions thereof of the ordinance. The remainder of the ordinance shall remain in full force and effect. Any other ordinances whose terms are in conflict with the provisions of this ordinance are hereby repealed as to those terms and conflict.

Adopted this 16th day of October, 2014

John Jeffords, Village President

Attest: Jim Healy, Village Administrator/Clerk

7b



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

76

MEETING DATE: October 16, 2014

SUBJECT: WisDOT right-of-way acquisition
DATE SUBMITTED: October 09, 2014
SUBMITTED BY: Jim Healy, Village Administrator

POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO ACCEPT THE VALUATION OF THE WISDOT FOR AN ACQUISITION OF LAND ALONG STH 175 AND PLEASANT HILL ROAD?

ISSUE SUMMARY:

In 2015 the Wisconsin DOT (hereinafter 'WisDOT') will be doing a reconstruction effort on STH 175. As it relates to the Village of Richfield, the proposed project is needed to address pavement and geometric deficiencies throughout the STH 175 corridor. Numerous side roads intersect STH 175 at sharp (acute) angles which create poor sight distances at intersections. The totality of the project will improve approximately 9.2 miles of STH 175 from Lannon Road in Germantown to Corporate Drive in the Village of Slinger. The mainline roadway will be resurfaced, while the intersections will be reconstructed to current design standards. As a part of this project, the WisDOT will be acquiring land from property owners along the proposed project area and the Village is no different in this regard.

The WisDOT is proposing to acquire municipal property designated by Tax Key V10-0015-00B, located at the tri-corner intersection of Pleasant Hill Road, Mayfield Road, and STH 175 (See Attachment). The ~1.0 ac parcel is currently zoned for agricultural purposes, although no present agriculture use exists on the property. For platting purposes, the Village currently occupies land inside State right-of-way, equating to just shy of one-half an acre (0.487ac or 21,214sf). This is land the Village is not compensated for, much like when land is platted in the Village via Certified Survey Map and land is dedicated to the Village for roadway purposes, money is not referred then either. The new fee acquisition the WisDOT is proposing encompasses 0.212ac of land or 9,235sf. An ancillary portion of land is also figured into the computation of value for a 'Temporary Limited Easement' (TLE) which allows maintenance access to the property for the purposes of staging, grading, and erosion control. The TLE for this property is 0.033ac or 1,437sf.

WisDOT's market value of the subject property prior to acquisition was listed at \$3,129. The market value of the subject property after the acquisition is \$1,836. Therefore the amount of compensation WisDOT is proposing is the difference between the market value prior and the subject property after the taking, plus compensation for the temporary easement (\$22) which amounts to \$1,315. This proposed taking is in accordance with the provisions of Wisconsin Statutes Section 32.0, which states that compensation shall be based on market value.

In an effort to further justify the proposed cost being proposed by the WisDOT, the Village utilized the services of Village Assessor Dean Peters. Given the uniqueness of this property, the location of the property, its current zoning, the Village Assessor has deemed the valuation appropriate. Please see his recent communication for details in this regard.

As a result of the proposed project, only grassy area may be damaged due to construction. The rest of the landscaping on the site will not be affected by the project. As a part of the construction project, WisDOT or its subcontractors will restore the land area in the TLE to the state it was prior to construction. The grassy area will be reseeded, but there will be no additional landscaping.

Should the Village Board accept the proposed compensation for land, Village Staff would execute an agreement with WisDOT which outlines the terms for payment and transfers the land. It is included as an attachment for your convenience.



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

#

MEETING DATE: October 16, 2014

SUBJECT: WisDOT right-of-way acquisition
DATE SUBMITTED: October 09, 2014
SUBMITTED BY: Jim Healy, Village Administrator

FISCAL IMPACT:

REVIEWED BY:

Village Deputy Treasurer

Initial Project Costs: N/A
Future Ongoing Costs: N/A
Physical Impact (on people/space): N/A
Residual or Support/Overhead/Fringe Costs: N/A

ATTACHMENTS:

1. Washington County GIS overview depicting Tax Key: V10-0015-00B
2. Washington County GIS/BING aerial overviews depicting Tax Key: V10-0015-00B
3. WisDOT project plat map showing proposed acquisition and TLE
4. Letter dated August 25, 2014 from Mr. Seth Liefer of Lauenstein & Associates
5. Communication from Village Assessor Dean Peters regarding valuation
6. WisDOT Agreement for Purchase and Sale of Real Estate

STAFF RECOMMENDATION:

Motion to direct the Village Administrator to execute an agreement with the Wisconsin Department of Transportation for the proposed state-acquired land as depicted in the attachments, designated by Tax Key: V10-0015-00B.

APPROVED FOR SUBMITTAL BY:

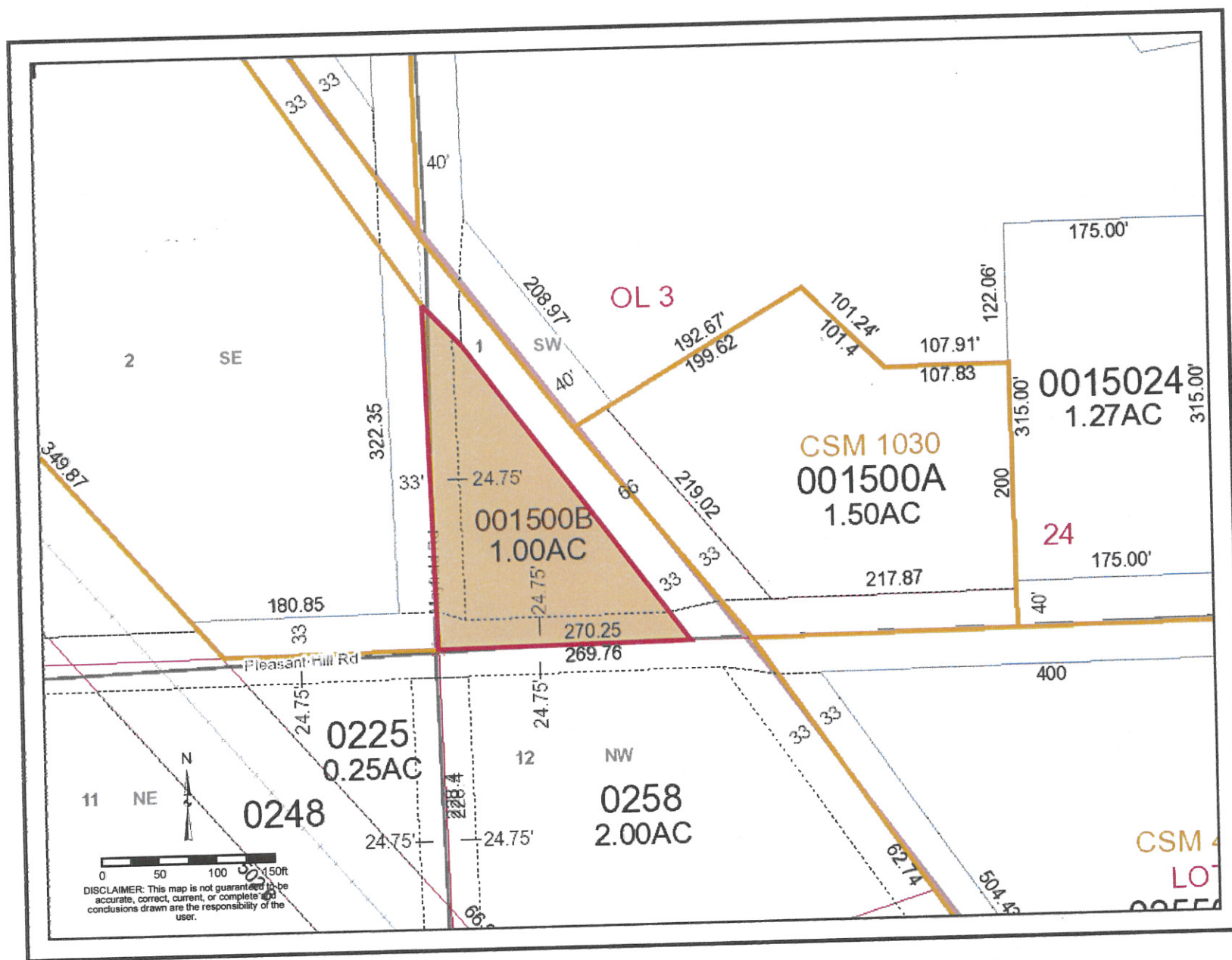
VILLAGE CLERK USE ONLY
BOARD ACTION TAKEN

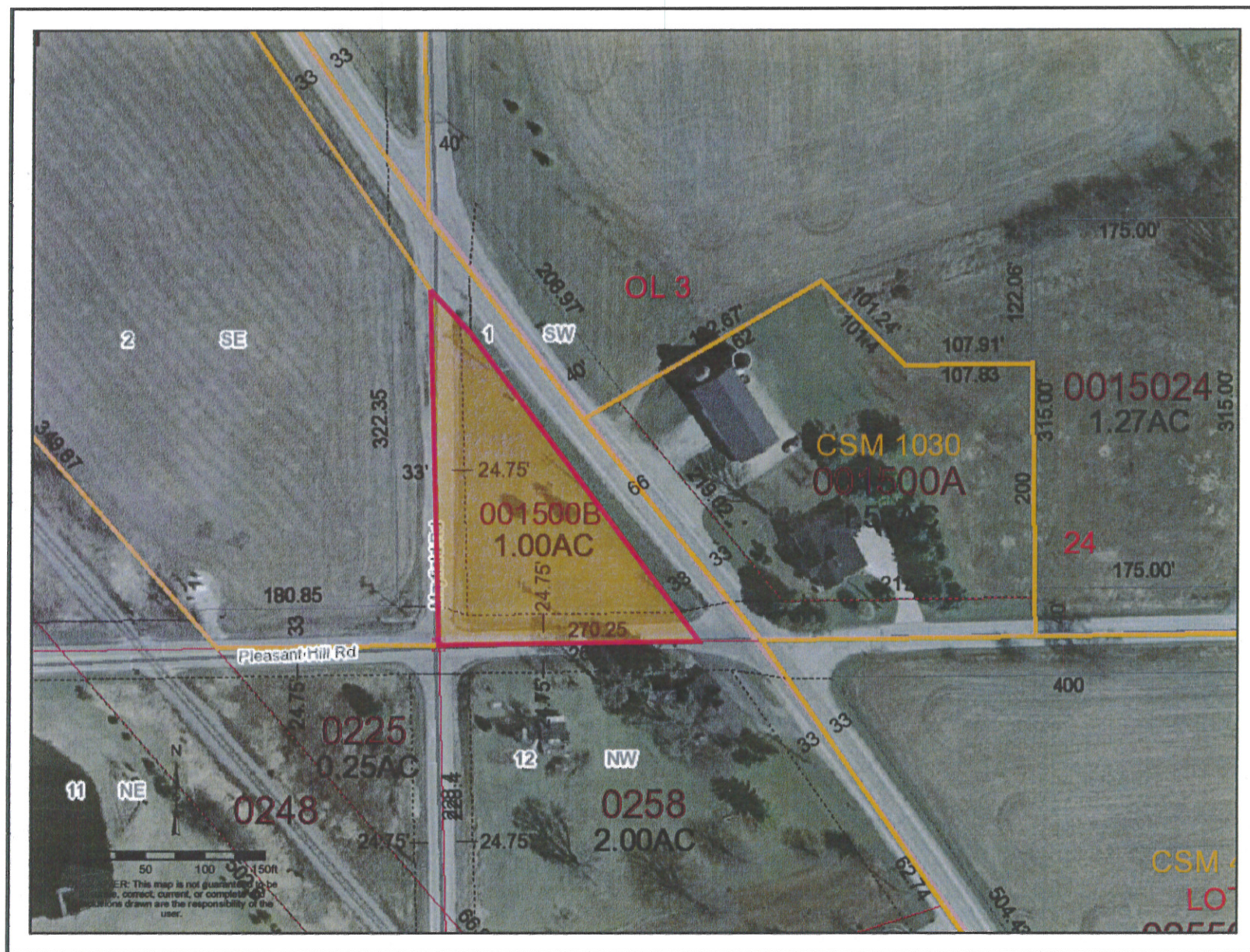
Village Staff Member

Village Administrator

Resolution No. _____
Ordinance No. _____
Approved _____
Other _____

Continued To: _____
Referred To: _____
Denied _____
File No. _____





AERIAL VIEWS FROM BING MAPS

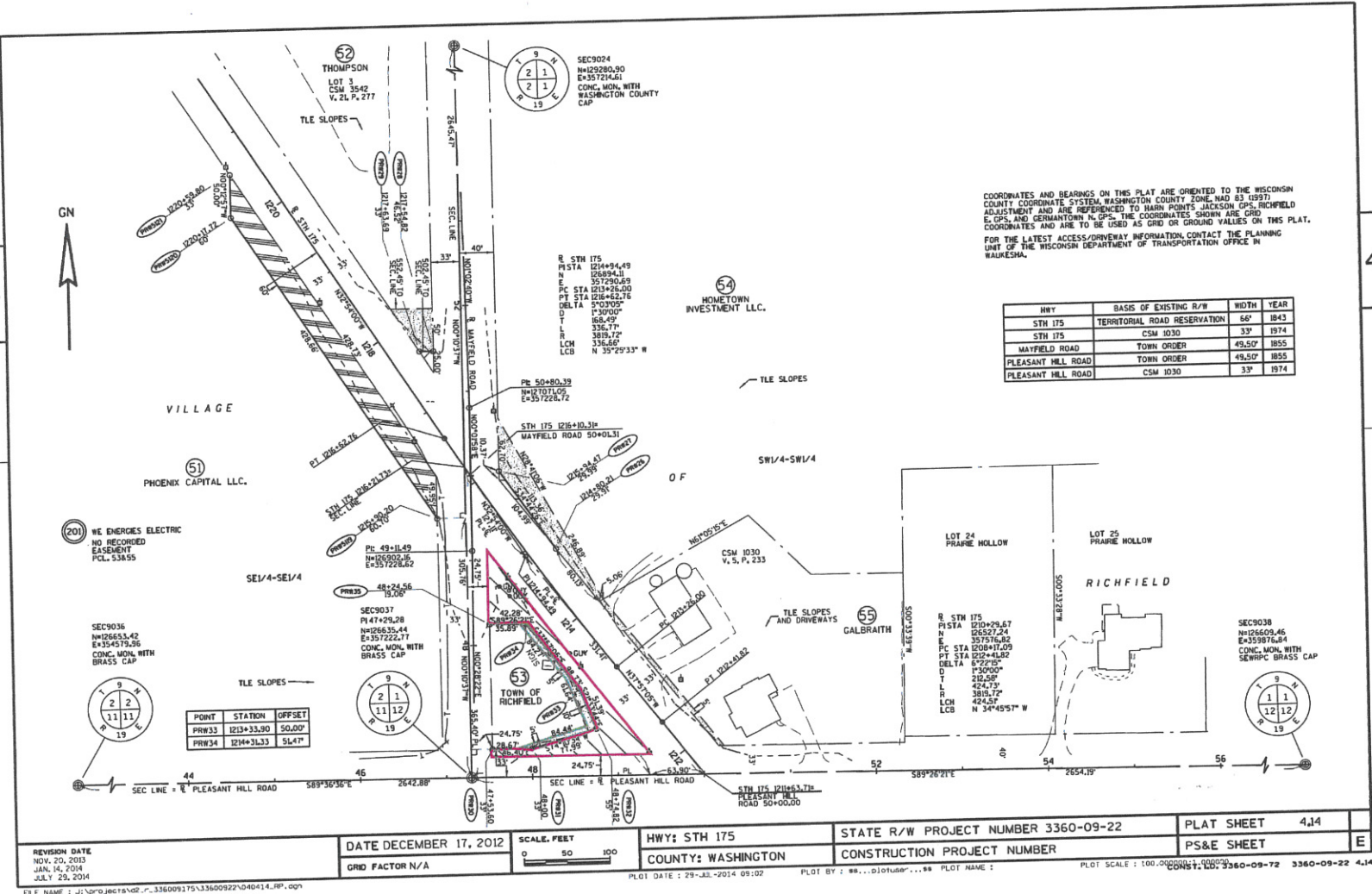


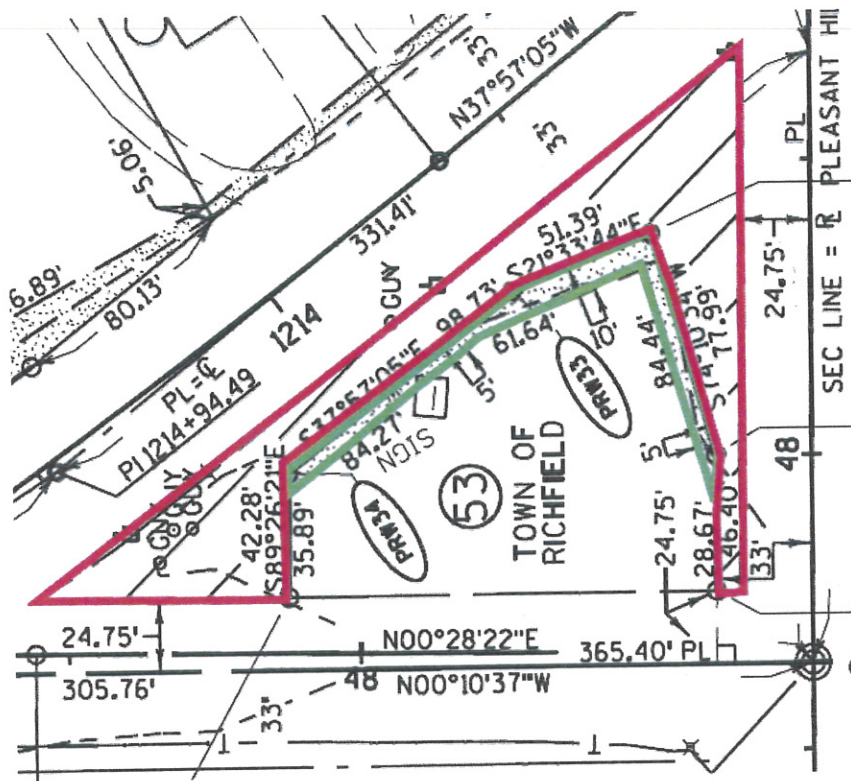
Camera is facing North (up is north)



Camera is facing South (South is up)

PROJECT PLAT MAPS





The red area represents the fee acquisition (not in the public right of way); the green area represents the TLE.

Lauenstein & Associates
Commercial Real Estate Appraisers

www.la-appraisal.com
Stephen C. Lauenstein, MAI, President
Scott A. Chapko
Seth H. Liefer
Daniel T. Wilkins
Robert W. Quam Jr.

August 25, 2014

Wisconsin Department of Transportation
Southeast Region, Real Estate Unit
141 Northwest Barstow Street, PO Box 0798
Waukesha, Wisconsin 53186-8757

Re: Village of Richfield
Lands Along Pleasant Hill Road, Richfield, Wisconsin
Project #3360-09-22, Parcel #53

As requested, an appraisal in narrative format of the above referenced parcel has been prepared. The transfer of ownership of lands within the existing right of way, fee acquisition and temporary limited easement are required for the Wisconsin Department of Transportation project, known as Project #3360-09-22. Village of Richfield is the owner of the parcel appraised in this report. The subject is known as Parcel #53 on the acquisition map included in the report. The property, as legally described in this report, was inspected on August 11, 2014 and November 19, 2013. August 11, 2014 is the effective date of this report.

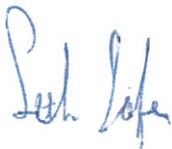
The purpose of this appraisal is to develop a market value of the required transfer of ownership of lands within the existing right of way, temporary limited easement and fee acquisition described herein, along with any other compensation due to the property owners as a result of the acquisitions, as of August 11, 2014. The transfer of ownership of lands within the existing right of way includes 0.487 acre or 21,214 square feet of land. The new fee acquisition includes 0.212 acre or 9,235 square feet of land. The temporary limited easement encompasses 0.033 acre or 1,437 square feet of the subject. The market value of the subject, before the acquisition, is \$3,129. The market value of the subject after the acquisition is \$1,836, with other compensation considerations of \$22. In conclusion, this indicates a total compensation due to the acquisitions, of \$1,315.

August 25, 2014
WisDOT
Page Two

The property is appraised as a whole, owned in fee simple estate, and is subject to the Contingent and Limiting Conditions outlined herein. This report has been completed in compliance with the Wisconsin Statutes Section 32.09, as interpreted by the appraisers. It also conforms to the *Uniform Standards of Professional Appraisal Practice (USPAP)* of the Appraisal Foundation, and the *Code of Professional Ethics and Standards of Professional Appraisal Practice* of the Appraisal Institute, as interpreted by the appraisers.

It is a pleasure to serve you. If you have any questions concerning this report or if we may be of further service, please contact us.

Sincerely,



Seth H. Liefer
Wisconsin Certified General Appraiser #1405
Minnesota Certified General Appraiser #40223763



Stephen C. Lauenstein, MAI, ASA
Wisconsin Certified General Appraiser #146
Illinois Certified General Appraiser #553.002293
Michigan Certified General Appraiser #1201074913
(Review Appraiser)

Exhibits

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE - SHORT FORM

Wisconsin Department of Transportation
DT1895 11/2012

THIS AGREEMENT, made and entered into by and between Village of Richfield, hereinafter called Seller, and the State of Wisconsin, Department of Transportation, hereinafter called WisDOT. If accepted, this offer can create a legally enforceable contract. Both parties should read this document carefully and understand it before signing.

Seller and WisDOT agree that WisDOT is purchasing this property for highway or other transportation related purposes, within the meaning of Chapter 84 of the Wisconsin Statutes.

Seller warrants and represents to WisDOT that Seller has no notice or knowledge of any of the following:

- 1) Planned or commenced public improvements which may result in special assessments which would otherwise materially affect the property, other than the planned transportation facility for which WisDOT is purchasing this property;
- 2) Government agency or court order requiring repair, alteration, or correction of any existing condition;
- 3) Shoreland or special land use regulations affecting the property; and,
- 4) Underground storage tanks and the presence of any dangerous or toxic materials or conditions affecting the property.

DESCRIPTION: The Seller agrees to sell and WisDOT agrees to buy, upon the terms and conditions hereinafter named, the following described real estate situated in Washington County, Wisconsin:

Legal description is attached and made a part of this document by reference.

The purchase price of said real estate shall be the sum of One Thousand Three Hundred Fifteen and 0/100 Dollars, (\$1,315.00) payable as follows: By check at time of closing.

General taxes shall be prorated at the time of closing based on the net general taxes for the current year, if known, otherwise on the net general taxes for the preceding year.

Seller shall, upon payment of purchase price, convey the property by warranty deed or other conveyance provided herein, free and clear of all liens and encumbrances, including special assessments, except recorded public utility easements and recorded restrictions on use running with the land or created by lawfully enacted zoning ordinances and None, provided none of the foregoing prohibit present use.

Legal possession of premises shall be delivered to WisDOT on the date of closing.

Physical occupancy of property shall be given to WisDOT on the date of closing. Seller may not occupy property after closing unless a separate lease agreement is entered into between WisDOT and Seller.

SPECIAL CONDITIONS:

This agreement is binding upon acceptance by WisDOT as evidenced by the signature of an authorized representative of WisDOT. If this agreement is not accepted by WisDOT within 20 days after Seller's signature, this agreement shall be null and void.

This transaction is to be closed at the office of (to be determined) on or before (to be determined) or at such other time and place as may be agreed to in writing by the Seller and WisDOT.



Q J 2 9 7 2 9 2

Project ID
3360-09-22

Parcel No.
53

No representations other than those expressed here, either oral or written, are part of this sale.

Seller and WisDOT agree to act in good faith and use diligence in completing the terms of this agreement. This agreement binds and inures to the benefit of the parties to this agreement and their successors in interest, assigns, personal representatives, heirs, executors, trustees, and administrators.

The warranties, covenants and representations made herein survive the closing and the conveyance of this property. Seller agrees to sell and convey the above-mentioned property on the terms and conditions as set forth and acknowledges receipt of a copy of this agreement.

_____ Witness Signature	_____ Date	_____ Seller Signature	_____ Date
_____ Print Name		Village of Richfield _____ Print Name	
		_____ Seller Signature	_____ Date
		_____ Print Name	
		_____ Seller Signature	_____ Date
		_____ Print Name	
		_____ Seller Signature	_____ Date
		_____ Print Name	
		The above agreement is accepted.	
		_____ Signature	_____ Date
		_____ Print Name	
		_____ Title	
		Must be signed by administrator or an authorized representative of WisDOT.	

Project ID
3360-09-22

Parcel No.
53

LEGAL DESCRIPTION

Fee Title in and to the following tract of land in the Village of Richfield, Washington County, State of Wisconsin, described as:

That part of the Southwest 1/4 of the Southwest 1/4 of Section 1, Township 9 North, Range 19 East, further described as follows:

All that part of said Southwest 1/4 of the Southwest 1/4 bounded by the west line of said Southwest 1/4 of the Southwest 1/4, the centerline of STH 175, and the south line of said Southwest 1/4 of the Southwest 1/4 except the parcel of land described as follows:

Commence at the Southwest corner of said Section 1; thence North 00°10'37" West, along the west line of said Southwest 1/4, 33.00 feet; thence South 89°26'21" East, 24.75 feet to the point of beginning; thence North 00°10'37" West, 146.88 feet; thence South 89°26'21" East, 42.28 feet; thence South 37°57'05" East, 98.73 feet; thence South 21°33'44" East, 51.39 feet; thence South 74°10'34" West, 77.99 feet; thence North 89°26'21" West, 46.40 feet to the point of beginning.

This parcel contains **0.212 acres**, more or less, exclusive of lands which were previously dedicated or conveyed for highway purposes.

Also, a **Temporary Limited Easement** for slopes including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem necessary or desirable, in and to the following tract of land in the Village of Richfield, Washington County, State of Wisconsin, described as:

That part of the Southwest 1/4 of the Southwest 1/4 of Section 1, Township 9 North, Range 19 East, further described as follows:

Commence at the Southwest corner of said Section 1; thence North 00°10'37" West, along the west line of said Southwest 1/4, 33.00 feet; thence South 89°26'21" East, 53.42 feet to the point of beginning; thence North 74°10'34" East, 84.44 feet; thence North 21°33'44" West, 61.64 feet; thence North 37°57'05" West, 84.27 feet; thence South 89°26'21" East, 6.39 feet; thence South 37°57'05" East, 98.73 feet;

thence South 21°33'44" East, 51.39 feet; thence South 74°10'34" West, 77.99 feet;
thence North 89°26'21" West, 17.73 feet to the point of beginning.

This parcel contains **0.033 acres**, more or less

**The above easement is to terminate upon the completion of this project or
on the day the highway is open to the traveling public, whichever is later.**

7c



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

7c

MEETING DATE: October 16, 2014

SUBJECT: Pioneer Road Agreement (Renewal)
DATE SUBMITTED: October 09, 2014
SUBMITTED BY: Jim Healy, Village Administrator

POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO AUTHORIZE THE VILLAGE ADMINISTRATOR TO RENEW AN AGREEMENT FOR PUBLIC/PRIVATE PARTNERSHIP?

ISSUE SUMMARY:

On November 15, 2001, the Town Board entered into a 10 year agreement with a consortium of businesses to keep Pioneer Road from STH 175 to US Highway 41 open for truck traffic. The seven (7) businesses agreed to pay \$1,000 annually to the then Town for maintenance of the road. The contractual agreement which was previously developed expired in November of 2011. Since that time, only five (5) of the original seven (7) businesses are still actively operating, they are: Wissota Sand and Gravel Company, Schmitz Ready Mix, Inc., Pioneer Plaza, LTD., Payne and Dolan, Inc., and Zignego Ready Mix, Inc.. On September 11, 2014, Village Staff set-up a meeting with those businesses to gauge their interest in renewing our road maintenance agreement. Staff was able to come to terms on new contribution amounts from each of the businesses present which will tentatively total \$20,000 annually and be paid to the Village in January of each calendar year. The monies have been removed from the Village's annual budget and will be placed in a segregated escrow account.

This transportation corridor is an important freight route for these local businesses and the Village is very fortunate they have agreed, in principle, to renewing this agreement to help provide funding for the maintenance and repair of this segment of roadway. In August of 2014, Governor Walker held the 4th Annual 'Freight Industry Summit' in Appleton which successfully brought together key shippers, transportation providers, road maintenance companies, various other external freight stakeholders, and governmental agencies to discuss the critical role that public/private partnerships and collaboration play in the development of the State's transportation system and economic development. On a much smaller scale, the same thing is occurring in the Village, but with the same vision in mind- How can we establish partnerships that support multimodal freight operations in our region and across the State.

Out of the original 'Freight Summit' grew the Surface Transportation Program – Freight (STP- Freight) initiative which allocates federal funds to complete projects that improve freight connections. STP-Freight is a new two-year pilot initiative for FYs 2014-15. The STP-Freight initiative encourages economic development by focusing on connections to major transportation corridors (ex: U.S. 41/45). In 2013 the Village applied for these grants and was unsuccessful in receiving funding. Grant disbursement for the southeast region was limited to Milwaukee County and the City of Milwaukee. All indications point to this grant program being renewed, so there is an opportunity for the Village to apply again- which we would have every intention of doing.

Forming this agreement with these local businesses allows the Village to continue to keep Pioneer Road open to area businesses and provides us with additional capital for the maintenance that is required for the frequency and volume of traffic they create on this portion of road. Tonight I would ask the Village Board to allow Staff to formalize our tentative agreement with these businesses for another 10 years and to direct Staff to work with Washington County, our area State Legislators, and other stakeholders on long-terms solutions to these very important transportation issues.



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

7c

MEETING DATE: October 16, 2014

SUBJECT: Pioneer Road Agreement (Renewal)
DATE SUBMITTED: October 09, 2014
SUBMITTED BY: Jim Healy, Village Administrator

FISCAL IMPACT:

REVIEWED BY:

Village Deputy Treasurer

Initial Project Costs: N/A
Future Ongoing Costs: \$20,000-\$200,000
Physical Impact (on people/space): Improved transportation networks
Residual or Support/Overhead/Fringe Costs: Administrative

ATTACHMENTS:

1. Memo dated August 18, 2014 RE: Renewal of Pioneer Road Agreement
2. 2001 Pioneer Road Maintenance Agreement 628-0704

STAFF RECOMMENDATION:

Motion to approve the Vouchers for Payment, the Village Board Minutes from September 18 & 23, new Operator's Licenses, Resolution R2014-10-01, and Treasurer's Report.

APPROVED FOR SUBMITTAL BY:

Village Staff Member

Village Administrator

VILLAGE CLERK USE ONLY
BOARD ACTION TAKEN

Resolution No. _____
Ordinance No. _____
Approved _____
Other _____

Continued To: _____
Referred To: _____
Denied _____
File No. _____

VILLAGE OF RICHFIELD MEMO

DATE: 08/18/2014

TO: WISSOTA SAND AND GRAVEL CO., SCHMITZ READY MIX, INC.,
PIONEER PLAZA, LTD., ZIGNEGO READY MIX, INC., PAYNE &
DOLAN, INC., SCOTT CONSTRUCTION, INC.

CC: JOHN JEFFORDS, VILLAGE PRESIDENT; BOARD OF TRUSTEES

FROM: JIM HEALY, INTERIM VILLAGE ADMINISTRATOR

RE: RENEWAL OF PIONEER ROAD AGREEMENT

On November 15, 2001 the Village (then Town) entered into a ten (10) year written contractual agreement with those businesses who wished to use and benefit from passage on Pioneer Road from STH 175 to US Highway 41. The above listed businesses at that time believed that forming a collation agreement with the Village would ensure the long-term sustainability of the road by establishing a funding mechanism dedicated to repairs.

Now that the ten (10) years has come and gone, the Village is interested in again renegotiating the terms of this agreement. However, the amount paid will have to be an amount that is not only reasonable but representative of the true and direct costs for road maintenance. Under the terms of the original agreement, each of the seven businesses paid the Village \$1,000 each year. A copy of this original agreement has been included for your convenience.

In the fall of 2013 the Village applied for a WisDOT grant (STP-Freight) to help fund the much-needed reconstruction of that stretch of Pioneer Road. The grant is intended to help local municipalities improve important freight connections in major transportation corridors. While unfortunately all of the State's funds were distributed elsewhere, we will continue to work to find similarly available grants to help ensure the continued viability of that road. I am confident that another public/private partnership like the one that was formed in 2001 could benefit us both in the future should those types of grants continue to have funding through the State.

In light of that, I would like to set-up a meeting with the owners or representing agents from the above listed companies for **Thursday, September 11th at 2:00PM** to discuss how we can continue to partner going forward. I realize that any time you try to coordinate multiple schedules it can be difficult, so I appreciate all of your good-faith efforts to attend this very important meeting. Please call (262) 628-2260 and ask to speak with Margaret Runnells in order to confirm your attendance.

Should you have any questions, comments, or concerns regarding this agreement feel free to contact me at your earliest convenience.

JRH

ROAD MAINTENANCE AGREEMENT

This agreement is made between and among the Town of Richfield ("Town") and DMD Trucking LLC, Payne & Dolan, Inc., Pioneer Plaza, Ltd., Schmitz Ready Mix Inc., Scott Construction Inc., Wissota Sand & Gravel Co., and Zignego Ready Mix Inc. (collectively the "Businesses") in consideration of the facts recited below and the terms, conditions and covenants contained in this agreement.

A. RECITATIONS

1. Each of the Businesses owns and operates a business upon land within the geographical limits of the Town, and each of the Businesses wishes to use and benefit from the use of Pioneer Road from State Highway 175 to US Highway 41 ("Road").
2. The Town could deny the Businesses the use of the Road by regulating the weight and/or nature of the vehicles that are permitted to use the Road.
3. The Town agrees to permit the Businesses to use the Road for the normal traffic generated by the Businesses on condition that the Businesses agree to pay a portion of the expense of resurfacing the Road that is larger than the portion of such expense that is being paid and will be paid by other owners of property abutting the Road.
4. The Businesses believe that they receive benefits from the use of the Road that are different in kind and value than the benefits received by other owners of land abutting the Road in that the Businesses can save fuel and be more efficient in their operations if they use the Road.

B. TERMS, CONDITIONS AND COVENANTS

1. PAYMENTS OF COSTS - Each of the Businesses shall pay to the Town \$1,000 per year toward the cost to resurface the Road. The pecuniary obligation of each of the Businesses to the Town under accordance with this agreement shall be deemed to be and shall be treated for all purposes as special charges within the meaning of Section 66.0627(2), Wis. Stats. The payment shall be made and applied as follows:
 - a. During the term of this agreement, each of the Businesses shall pay \$1,000.00 to the Town on or before the 15th of January of each year.

- b. Payments received by the Town pursuant to this agreement shall be retained by the Town in a separate, interest-bearing account where the funds are "designated" for the payment of expenses incurred in the resurfacing of the Road.
 - c. In the event one of the Businesses fails to make an installment payment required by this agreement, the Town may collect the amount of the unpaid installment as a delinquent special charge in accordance with Section 66.0627(4), Wis. Stats. The Businesses hereby consent to the levying of such special charges and waiver notice and hearing requirements that would otherwise apply.
2. LIMITATION ON RESURFACING - The Town's right to use the "designated" funds and the Businesses obligation to pay the costs of resurfacing the Road shall be limited as follows:
- a. The determination that the Road requires resurfacing shall be made by the Town in accordance with the guidelines used generally by the Town to determine the need for and nature of resurfacing of the Town's roads.
3. USE OF ROAD - During the term of this agreement, the Businesses shall have the right to use the Road subject only to such limitations as are imposed by the Wisconsin Statutes for use of a "class 'A' highway", as defined by Section 348.15(1), Wis. Stats.
4. TERM - This agreement shall terminate on the tenth anniversary of its effective date or at such time as the Road becomes a state trunk highway or county highway.
5. NOTICE - All notices, requests, demands and other communications permitted or required to be given under this agreement shall be presumed to have been duly given, if delivered by hand or mailed, certified or registered mail, return receipt requested, with postage prepaid to the addresses set forth below or to such addresses as may be designated in writing by a party and communicated to the other parties.
- a. If to the Town, to:
Town of Richfield
4128 Hubertus Road
Hubertus, WI 53033
 - b. If to the Businesses, to:
Wissota Sand & Gravel Co.
2759 Scenic Rd.
Richfield, WI 53076

b. If to the Businesses, to:

DMD Trucking, LLC ✓ PD 12/29/018

3880 Pioneer Rd.
Richfield, WI 53076

6232 Schmitz Ready Mix, Inc. PD 2/11

5400 N. 125th St.
P.O. Box 250847
Milwaukee, WI 53225

6233 Pioneer Plaza, LTD. PD 3/13 5735

3230 Pioneer Rd.
Richfield, WI 53076

6234 Zignego Ready Mix, Inc. PD 3/13 19422

W226 N2940 Duplainville Rd.
Waukesha, WI 53186

6235 Payne & Dolan, Inc.

P.O. Box 781
Waukesha, WI 53187

6236 Scott Construction, Inc. PD 4/15/03 #111899

P.O. Box 340
ATTN: Jim Loomis
Lake Delton, WI 53940

6. CHANGE IN BUSINESS - This agreement shall be binding upon and enforceable against the Businesses, their personal representative(s), surviving joint tenant(s), heirs, assigns and the owners of real estate on which the businesses operate.
7. COUNTERPARTS - This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

To indicate their agreement and consent to the above, the parties have executed this agreement on the date listed below.

The terms and conditions of this agreement are hereby accepted and agreed to on this 15 day of November, 2001.

TOWN OF RICHFIELD

By: Ralph F. Schultze

DMD TRUCKING

By: [Signature]

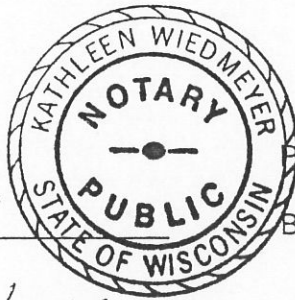
Notarized by: Pamela Springer

Notarized by: Kathleen Wiedmeyer



PAYNE & DOLAN, INC.

By: *John R. Wink*



Notarized by: *Kathleen Wiedmeyer*

PIONEER PLAZA, LTD.

By: *Steven J. Pien*



Notarized by: *Kathleen Wiedmeyer*

SCHMITZ READY MIX, INC.

By: *Alan Schmitz*



Notarized by: *Kathleen Wiedmeyer*

ZIGNEGO READY MIX, INC.

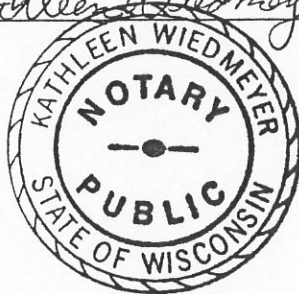
By: *Jim Zignego*



Notarized by: *Kathleen Wiedmeyer*

SCOTT CONSTRUCTION, INC.

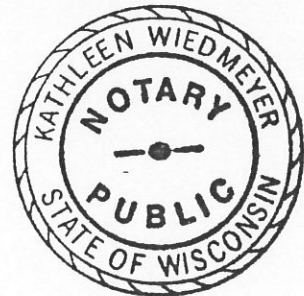
By: *Don Bader*



Notarized by: *Kathleen Wiedmeyer*

WISSOTA SAND & GRAVEL CO. ^

By: *Wm. J. Krumm*



Notarized by: *Kathleen Wiedmeyer*

Drafted by:

Richard Krueger
Town Administrator

Town of Richfield
4128 Hubertus Rd.
Hubertus, WI 53033

**ROAD MAINTENANCE AGREEMENT
AMENDMENT**

8. AMENDMENT

- a. All money paid to the town under this agreement are non-refundable.
- b. If any participating business fails to make their installment payment as required by this agreement, the Town of Richfield reserves the right to reinstate the weight limitations on Pioneer Road. However, any of the other participating businesses reserve the right to make payment to cover any delinquency in order to allow the road to remain open

The terms and conditions of this amendment are hereby accepted and agreed to on this 15 day of November 2001.

TOWN OF RICHFIELD

By: Ralph Schuttaro

Notarized by: Lance Spranger

DMD TRUCKING

By: Wesley A. Knud

Notarized by: Kathleen Widmeyer

PAYNE & DOLAN, INC.

By: Jeff K. Wain

Notarized by: Kathleen Widmeyer

PIONEER PLAZA, LTD.

By: Steven J. Pier

Notarized by: Kathleen Widmeyer

SCHMITZ READY MIX, INC.

By: Alan Schmitz

Notarized by: Kathleen Widmeyer

ZIGVEGO READY MIX, INC.

By: Jim Zupena

Notarized by: Kathleen Widmeyer

SCOTT CONSTRUCTION, INC.

By: Don Bader

Notarized by: Kathleen Widmeyer

WISNOTA SAND & GRAVEL CO.

By: Wesley A. Knud

Notarized by: Kathleen Widmeyer



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VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

7d

MEETING DATE: October 16, 2014

SUBJECT: WI-DNR Grant Application for WPEDS
DATE SUBMITTED: October 09, 2014
SUBMITTED BY: Jim Healy, Village Administrator

POLICY QUESTION: NONE, DISCUSSION ONLY.

ISSUE SUMMARY:

During the month of April the Village Staff presented to the Board their intent to apply for a competitive grant though the DNR called the 'Urban Non-point Source Planning Grant' (UNSPG). At the time we applied because we had received notice that in November or December the Village would officially be enrolled in the program along with a handful of other Wisconsin municipalities and counties. In an attempt to capture funds before the pool of potential candidates got considerably deeper, Staff asked for permission from the Board to preemptively apply for this grant with the intent to utilize \$35,000 from the Capital Improvement Program's 'Matching Grant Funds' account to bolster our proposed grant application. Since that time, we've learned that not only was our grant application competitive, which is unusual for first-time applicants; we are actually in a position to receive our full funding request from the WI-DNR of \$85,000 disbursed over the next three-four years.

Nonpoint source pollution, or polluted runoff, has many sources, including 'urban areas' as defined by the Environmental Protection Agency. Because most urban areas include such impervious surfaces as roads, building roofs and parking lots, rainfall and other precipitation have a more difficult time soaking into the ground. This causes more water to run off into local storm drains, streams, rivers, lakes and wetlands. Anything else on these impervious surfaces will run off as well. Construction sites may have soil and sediment run off into streams and lakes. Lawn fertilizers may enter the storm drain and dump directly into the local water. Gasoline or road salt will run off into the ditches and water. Even leaves and grass clippings can cause nutrient problems in area lakes and streams.

There are many ways to address these issues, at both the government and individual levels, including permits, regulations and best management practices, as well as rain gardens, rain barrels and housekeeping practices. Currently in Wisconsin more than 220 governmental entities, including cities, villages, towns and counties have been classified by the Wisconsin DNR and the Environmental Protection Agency as an 'urbanized area' and are therefore subject to the requirements of NR 216, Wis. Adm. Code (See Attachment). An MS4 Permit is required for any governmental entity that meets any one of the following criteria:

- Is located within a federally-designated urbanized area
- Its population equals 10,000 or more based on the latest U.S. Census
- When the DNR designates the municipality for permit coverage in accordance with NR 216.025.

The MS4 Permits are effective for a period of up to five (5) years, at which point the permit must be updated and re-issued. Municipal storm water management programs cover a wide array of activities that occur within a municipality. The permits usually contain requirements for the following.

- **Public Outreach and Education**- The MS4 permit specifies that public education and outreach programs be developed to encourage the public and businesses to modify their behaviors and procedures to reduce storm water pollution.
- **Public Involvement and Participation**- In addition to public education and outreach, the MS4 permit requires municipalities to encourage participation from individuals to prevent storm water pollution.



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

7d

MEETING DATE: October 16, 2014

SUBJECT: WI-DNR Grant Application for WPEDS
DATE SUBMITTED: October 09, 2014
SUBMITTED BY: Jim Healy, Village Administrator

Some examples of public involvement are volunteer stream monitoring, storm drain stenciling, presenting information to established community groups, or planting a community rain garden.

- **Illicit Discharge Detection and Elimination-** Storm sewers that carry rain water runoff are not intended for other fluids and waste material. These pollutants are illicit discharges and may have the potential to harm people, animals and aquatic life in the downstream rivers, lakes and wetlands. Municipalities are required to develop programs to identify, prevent, and eliminate illicit discharges to their storm sewer systems. The DNR has developed additional illicit discharge detection and elimination guidance [PDF] to assist municipalities with this requirement.
- **Construction Site Pollutant Control** - Municipalities are required to develop a soil erosion control ordinance and enforce it on construction sites. Municipalities may use state-recommended technical standards for methods and products used to control erosion and prevent sediment-laden water from discharging into a lake, stream or wetland.
- **Post-Construction Storm Water Management** - Municipalities are required to develop a post-construction ordinance and enforce it to ensure that areas of new and redevelopment will include structural measures to control pollutants, control peak flow, maintain infiltration, and establish vegetated protective areas adjacent to waterways and wetlands. Municipalities may use state-recommended technical standards for post-construction storm water management practices.
- **Pollution Prevention Practices for the Municipality-** MS4 storm water programs are to include practices to prevent pollutants from municipally-owned transportation infrastructure, maintenance areas, storage yards, sand and salt storage areas, and waste transfer stations entering the storm sewer system.
- **Developed Urbanized Area Standard** - Municipalities are required to control the Total Suspended Solids (TSS) carried in storm water from existing urban areas as compared to no controls. Many municipalities have already achieved the state standard of 20 percent TSS. Compliance with the standard is achieved by implementing a system of practices and activities, which has been verified by a storm water computer model.
- **Storm Sewer System Maps** - Municipalities covered by a MS4 permit area are required to maintain a map of the storm sewer system. These maps identify storm sewer conveyances such as pipes and ditches, and also identify roads, streams and lakes.
- **Impaired Waters** - Many streams and lakes in Wisconsin are polluted or impaired to a point that the receiving water's animal and plant communities, the fish in a local lake for example are significantly impacted. If the storm sewer system discharges a pollutant of concern to an impaired water, a municipality covered by a MS4 permit is required to develop a plan to reduce those pollutants.

FISCAL IMPACT:

REVIEWED BY:

Village Deputy Treasurer

Initial Project Costs: \$35,000

Future Ongoing Costs: \$85,000

Physical Impact (on people/space): Improved storm water management practices

Residual or Support/Overhead/Fringe Costs: Administrative



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

7d

MEETING DATE: October 16, 2014

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DATE SUBMITTED: October 09, 2014
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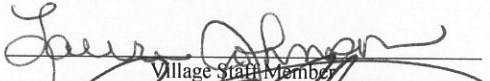

ATTACHMENTS:

1. UNPSPG – Planning and Scoring Rank for CY 2015

STAFF RECOMMENDATION:

None, informational only.

APPROVED FOR SUBMITTAL BY:


Village Staff Member

Village Administrator

VILLAGE CLERK USE ONLY
BOARD ACTION TAKEN

Resolution No. _____
Ordinance No. _____
Approved _____
Other _____

Continued To: _____
Referred To: _____
Denied _____
File No. _____

UNPS-Planning Scoring and Rank for CY 2015

Maximum possible points = 163.9

Funding levels have not been determined; therefore, the ranked list reflects only project scores.

Rank	Applicant Name	Project Name	Region	Final Score	Total Eligible Project Cost	Amount Requested	Cumulative Requested
1	Slinger, Village	Storm Water Management Planning	SER	121.4	\$120,747	\$84,523	\$84,523
2	Janesville, City	Stormwater Management Plan Update	SCR	116.6	\$80,000	\$48,000	\$132,523
3	Whitefish Bay, Village	Whitefish Bay TMDL Stormwater Plan	SER	114.4	\$104,900	\$69,234	\$201,757
4	Cross Plains, Village	Stormwater Quality Management Plan	SCR	112.2	\$84,300	\$55,638	\$257,395
5	Pleasant Springs, Town	Stormwater Quality Management Plan	SCR	112.2	\$69,500	\$48,650	\$306,045
6	Hartland, Village	Storm Water Management Plan	SER	111.1	\$109,584	\$76,709	\$382,754
7	Eau Claire County	Chippewa Valley Storm Water Forum Public Education and Outreach Program	WCR	110.0	\$96,000	\$48,000	\$430,754
8	Waunakee, Village	Waunakee and Westport-TMDL Stormwater Plan	SCR	107.8	\$128,500	\$82,430	\$513,184
9	Wausau, City	City-Wide Water Quality Model Update and BMP Feasibility Analysis	WCR	107.8	\$70,000	\$49,000	\$562,184
10	Genoa City, Village	WPDES Permit Compliance	SER	107.0	\$55,164	\$38,600	\$600,784
11	Burlington, City	Storm Water Management Plan	SER	106.8	\$140,174	\$80,000	\$680,784
12	Whitewater, City	Whitewater and UWW TMDL Stormwater Plan	SER	106.7	\$121,000	\$84,700	\$765,484
13	Richfield, Village	Richfield Storm Water Management Plan	SER	105.2	\$122,500	\$85,000	\$850,484
14	Randall, Town	Storm Water Management Plan	SER	105.0	\$93,742	\$65,619	\$916,103
15	Whitewater, City	Rock River Stormwater Group Education and Outreach Campaign	SER	105.0	\$62,500	\$37,500	\$953,603
16	Beloit, City	Storm Water Management Plan Update	SCR	104.0	\$121,200	\$72,720	\$1,026,323
17	Norway, Village	Town of Norway - Storm Water Management Plan	SER	104.0	\$99,218	\$69,453	\$1,095,776

UNPS-Planning Scoring and Rank for CY 2015

Maximum possible points = 163.9

Funding levels have not been determined; therefore, the ranked list reflects only project scores.

Rank	Applicant Name	Project Name	Region	Final Score	Total Eligible Project Cost	Amount Requested	Cumulative Requested
18	Ozaukee County	Milwaukee River TMDL Watershed Based Solutions	SER	102.2	\$109,810	\$74,810	\$1,170,586
19	Osceola, Village	Stormwater Planning	NOR	102.0	\$85,000	\$59,500	\$1,230,086
20	Jackson, Village	WI-WPDES Stormwater NR 216 Administration	SER	98.7	\$98,695	\$63,695	\$1,293,781
21	Ixonia, Town	WPDES Permit Compliance Assistance	SCR	97.0	\$62,731	\$43,900	\$1,337,681
22	De Pere, City	Comprehensive Stormwater Planning Project	NER	96.0	\$120,000	\$84,000	\$1,421,681
23	Bloomfield, Village	Urbanized Area MS4 Mapping & Storm Water Management Plan	SER	93.9	\$70,000	\$45,000	\$1,466,681
24	Grafton, Town	TMDL Planning	SER	93.8	\$31,900	\$20,900	\$1,487,581
25	Cudahy, City	Updated Storm Water Quality Analysis	SER	93.1	\$102,000	\$68,000	\$1,555,581
26	Waterford, Town	Town of Waterford Urbanized Area Storm Sewer System Mapping & Pollutant Loading Analysis	SER	91.4	\$70,000	\$47,000	\$1,602,581
27	Brookfield, City	Citywide Stormwater Pollutant Reduction Plan	SER	67.0	\$77,000	\$53,900	\$1,656,481
Totals					\$2,506,165	\$1,656,481	

9

CLOSED SESSION